

Law Offices of

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CHAPMAN AND CUTLER LLP

SURFACE TRANSPORTATION BOARD

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San Francisco, CA 94105
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Salt Lake City, UT 84111
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July 3, 2008

Ms. Anne K. Quinlan, Esq., Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: BNSF Railway Company
Termination and Release dated as of March 1, 2004
ATSF Equipment Trust Agreement, Series U dated as of March 1, 1989

Dear Ms. Quinlan:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two original copies of the Termination and Release, dated as of March 1, 2004, between BNSF Railway Company as successor by merger to The Atchison, Topeka and Santa Fe Railway Company (the "Company"), and The Bank of New York Trust Company, N.A., successor in interest to Harris Trust and Savings Bank, as trustee ("Trustee").

The enclosed is a secondary document and relates to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series U, dated as of March 1, 1989 (the "Trust Agreement") between the Company and Trustee, recorded on March 13, 1989 at 2:40 P.M. under recordation number 16235. A First Amended and Restated Trust Agreement dated as of March 1, 1989 was recorded on May 11, 1989 at 4:50 P.M. under recordation number 16235-A, and a Second Amended and Restated Trust Agreement dated as of March 1, 1989 was recorded on July 20, 1989 at 11:05 A.M. under recordation number 16235-B. An additional document relating to the Trust Agreement was recorded on January 26, 1999 at 11:10 A.M. under recordation number 16235-C.

The names and addresses of the parties to the enclosed document are as follows:

Trustee: The Bank of New York Trust Company, N.A.
(now known as The Bank of New York Mellon Trust Company, N.A.)
Attn: Judy Bartolini
2 North LaSalle Street, Suite 1020
Chicago, IL 60690-0755

The Company: BNSF Railway Company
2600 Lou Menk Drive
Fort Worth TX 76131

Law Offices of
CHAPMAN AND CUTLER LLP

The equipment covered by the aforesaid Termination and Release consists of the following:

All railroad equipment previously on file and subject to the Trust Agreement, as the same may have been supplemented or amended: 19 3800 HP GP60 Diesel Electric Locomotives within the series BNSF 8720 through BNSF 8739, and 18 4000 HP GE Dash 8-40B Diesel Electric Locomotives within the series BNSF 8620 through BNSF 8639, all as more specifically described in Exhibit A hereto.

A short summary of the document to appear in the index follows:

Termination and Release, dated as of March 1, 2004, of The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series U, dated as of March 1, 1989.

A fee of thirty-five dollars (\$35.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at 312-845-3429.

Sincerely,

CHAPMAN AND CUTLER LLP

BY  _____
Patrick Vining

Enclosures

**EXHIBIT A
UNITS**

EQUIPMENT	UNIT QUANTITY	REPORTING MARKS AND ROAD NUMBERS BEFORE DECEMBER 22, 1998	REPORTING MARKS AND ROAD NUMBERS AFTER DECEMBER 22, 1998
3800 HP GP60 Diesel Electric Locomotives	19	ATSF 4020 through ATSF 4030, inclusive, ATSF 4032 through ATSF 4039, inclusive	BNSF 8720 through BNSF 8730, inclusive, BNSF 8732 through BNSF 8739, inclusive
		Casualty: ATSF 4031	--
4000 HP GE Dash 8-40B Diesel Electric Locomotives	18	ATSF 7430 through ATSF 7433, inclusive, ATSF 7435 through ATSF 7440, inclusive, ATSF 7442 through ATSF 7449, inclusive	BNSF 8620 through BNSF 8623, inclusive, BNSF 8625 through BNSF 8630, inclusive, BNSF 8632 through BNSF 8639, inclusive
		Casualties: ATSF 7434 ATSF 7441	-- --

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SURFACE TRANSPORTATION BOARD

EQUIPMENT TRUST, SERIES U
Dated as of March 1, 1989

TERMINATION AND RELEASE

This TERMINATION AND RELEASE is made and entered into as of this 1st day of March, 2004, by and between BNSF RAILWAY COMPANY as successor by merger to The Atchison, Topeka and Santa Fe Railway Company (the "Company"), and THE BANK OF NEW YORK TRUST COMPANY, N.A., successor in interest to Harris Trust and Savings Bank, as trustee ("Trustee") under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series U, dated as of March 1, 1989, as amended (the "Trust Agreement").

WITNESSETH:

WHEREAS, the Company, by the payment for its account on or about March 1, 2004, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed; and

WHEREAS, pursuant to Section 6.5 of the Trust Agreement, the title to the railroad equipment described on Schedule A to the attached Bill of Sale (the "Trust Equipment") under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the Company or any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 6.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 6.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after March 1, 2010 of the amount, if any, of the same still held by the Trustee under that Section 6.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of March 1, 2004 except as to such terms and provisions thereof for which continuation after March 1, 2004 is necessary to give effect thereto.


5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of March 1, 2004, the transfer of all title to all of the Trust Equipment under the Trust Agreement to the Company in accordance with the terms thereof.

6. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) and now maintained by the Surface Transportation Board under 49 U.S.C. § 11301 in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day first above written.

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Trustee, as aforesaid

By: 
Its: VICE PRESIDENT

ATTEST:
By: 
Its: VICE PRESIDENT

BNSF Railway Company

By: _____
Its: _____

ATTEST:
By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the day first above written.

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Trustee, as aforesaid

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

BNSF Railway Company

By: [Signature]
Its: General Director - Finance

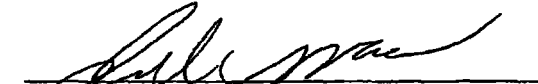
ATTEST:

By: [Signature]
Its: Assistant Secretary



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

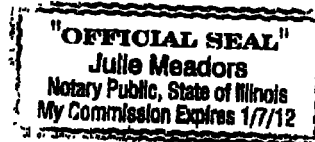
On this 1st day of July, 2008, before me personally appeared
J. BARTOLINI, to me personally known, who, being by me duly sworn,
says that he/she is the VICE PRESIDENT of THE BANK OF NEW YORK TRUST COMPANY, N.A., that
said instrument was signed on behalf of said association by authority of its Board of Directors
and he/ she acknowledged that the execution of the foregoing instrument was the free act and
deed of said association.



Notary Public

(Seal)

My Commission Expires: 1-7-12



STATE OF TEXAS)
) ss
COUNTY OF TARRANT)

On this _____ day of July, 2008, before me personally appeared _____ to
me personally known, who, being by me duly sworn, says that he/ she is the
_____ of BNSF RAILWAY COMPANY, that said instrument was signed on behalf of
said corporation by authority of its Board of Directors and he/ she acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Seal)

My Commission Expires: _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this _____ day of July, 2008, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he/she is the _____ of THE BANK OF NEW YORK TRUST COMPANY, N.A., that said instrument was signed on behalf of said association by authority of its Board of Directors and he/ she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

(Seal)

My Commission Expires: _____

STATE OF TEXAS)
) ss
COUNTY OF TARRANT)

On this 2nd day of July, 2008, before me personally appeared L. Steven Vallmer to me personally known, who, being by me duly sworn, says that he/ she is the General Director - Finance of BNSF RAILWAY COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/ she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Nadine M. Grandi
Notary Public

My Commission Expires: 06/05/2012

BILL OF SALE

THE BANK OF NEW YORK TRUST COMPANY, N.A. as successor in interest to Harris Trust and Savings Bank, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series U dated as of March 1, 1989, as amended (The "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to BNSF RAILWAY COMPANY as successor by merger to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto (and any and all other Trust Equipment which may exist), AS IS AND WHERE IS.

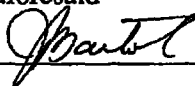
TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunder duly authorized as of this 1st day of March, 2004.

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Trustee, as aforesaid

By: _____



Its: _____

VICE PRESIDENT

ATTEST:

By: _____



Its: _____

VICE PRESIDENT

SCHEDULE A

EQUIPMENT	UNIT QUANTITY	UNITS	
		REPORTING MARKS AND ROAD NUMBERS BEFORE DECEMBER 22, 1998	REPORTING MARKS AND ROAD NUMBERS AFTER DECEMBER 22, 1998
3800 HP GP60 Diesel Electric Locomotives	19	ATSF 4020 through ATSF 4030, inclusive, ATSF 4032 through ATSF 4039, inclusive	BNSF 8720 through BNSF 8730, inclusive, BNSF 8732 through BNSF 8739, inclusive
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4000 HP GE Dash 8-40B Diesel Electric Locomotives	18	ATSF 7430 through ATSF 7433, inclusive, ATSF 7435 through ATSF 7440, inclusive, ATSF 7442 through ATSF 7449, inclusive	BNSF 8620 through BNSF 8623, inclusive, BNSF 8625 through BNSF 8630, inclusive, BNSF 8632 through BNSF 8639, inclusive
		Casualties: ATSF 7434 ATSF 7441	-- --

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/3/08



Robert W. Alvord